

Board of Contract Appeals
General Services Administration
Washington, D.C. 20405

July 10, 2003

GSBCA 16082-RELO

In the Matter of DAVID L. MURPHY

David L. Murphy, East Grand Forks, MN, Claimant.

Kurt Snyder, Chief, Travel Management Section, Office of Financial Management, Bureau of Immigration and Customs Enforcement, Department of Homeland Security, Washington, DC, appearing for Department of Homeland Security.

BORWICK, Board Judge.

In this matter, claimant, an employee of the Bureau of Immigration and Customs Enforcement, Department of Homeland Security, contests the agency's refusal to reimburse claimant for the rental of a sport utility vehicle during claimant's relocation travel in and around Grand Forks, Minnesota. Claimant reported for duty at his new station in July 2002.

The agency, discovering that claimant was a member of a union, the National Border Patrol Council (NBPC) of the American Federation of Government Employees, moves to dismiss the claim for lack of jurisdiction. The agency has provided us with a copy of the collective bargaining agreement (CBA) in effect since February 6, 1995.

The NBPC's CBA, article thirty-three, establishes a grievance procedure. Article thirty-three, section "B," defines a "grievance" as a complaint "by a unit employee concerning his or her conditions of employment." The provision also includes any complaint by any employee concerning the adverse impact of any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. That article also provides, in section "A," that the "negotiated grievance procedure shall be the exclusive procedure available to the Union and employees in the unit for resolving grievances which fall within its coverage, except as specifically provided Herein." The provision does not exclude relocation matters from the scope of the grievance procedure.

It is evident that claimant is covered by a CBA which provides the exclusive administrative means for resolving this matter. As we explained in Byron D. Cagle, GSBCA 15369-RELO, 01-1 BCA ¶ 31,333, at 154,761:

Under the Civil Service Reform Act of 1978, where a collective bargaining agreement provides procedures for resolving grievances which are within the scope of the agreement, and the agreement does not explicitly and unambiguously exclude the disputed matter from these procedures, the procedures are the exclusive administrative means for resolving the dispute. Claudia J. Fleming-Howlett, GSBCA 14236-RELO, 98-1 BCA ¶ 29,534; Larry D. Morrill, GSBCA 13925[-TRAV], 98-1 BCA ¶ 29,528. This matter, therefore, must be dismissed for lack of jurisdiction, since the claimant must follow the disputes procedure mandated by the collective bargaining agreement.

Here the complaint concerns a condition of employment--the right of an employee to be reimbursed for an above-standard rental car when on relocation travel. The grievance procedure covers any employee complaint about any condition of employment. Relocation matters are not specifically excluded from the CBA's grievance procedure. Since the CBA establishes the exclusive procedure for resolving claimant's grievance, claimant may not maintain a claim at the Board. Carter v. Gibbs, 909 F.2d 1452, 1456 (Fed. Cir.) (en banc), cert. denied sub nom. Carter v. Goldberg, 498 U.S. 811 (1990).

This matter, therefore, is dismissed for lack of jurisdiction.

ANTHONY S. BORWICK
Board Judge